

BILL NO. S-93-04-20

SPECIAL ORDINANCE NO. S- 37-93

AN ORDINANCE approving the awarding of Reference #6003 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and PREFERRED PRODUCTS SALES COMPANY AND D.R. FALZINE & ASSOCIATES, INC. for the Street Lighting Department.

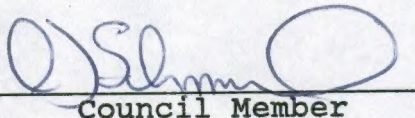
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #6003 between the City of Fort Wayne, by and through its Department of Purchasing and PREFERRED PRODUCTS SALES COMPANY and D.R. FALZINE & ASSOCIATES, INC. for the Street Lighting Department, respectfully for:

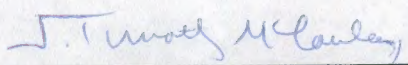
the purchase of poles and mast arms for the Street Lighting Department;

involving a total cost of One Hundred Eleven Thousand One Hundred Sixty-Three and 25/100<sup>±</sup> Dollars (\$111,163.25<sup>±</sup>) - (PREFERRED - \$71,802.00<sup>±</sup>; FALZINE - \$39,361.25<sup>±</sup>), all as more particularly set forth in said Reference #6003, which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Council Member

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney



REF. NO.:	6003	
DEPT:	STREET LIGHT DEPARTMENT	
DATE:	04/09/93	
ITEM/SERVICE:	POLES & MAST ARMS	
PURCHASING INFORMATION		
ADVERTISED BID:	YES	
DATES ADVERTISED:	03/01/93 & 03/08/93	
OPENING DATE:	03/18/93	
WRITTEN QUOTE:	NO	
DUE DATE:		
VERBAL QUOTE:	NO	
SINGLE SOURCE:	NO	
NO. OF VENDORS NOTIFIED:	8	
NO. OF VENDORS RECEIVING BID:	6	
NO. OF VENDORS RETURNING BID:	4	
NO. OF VENDORS DISQUALIFIED:	1	
NO. OF VENDORS NOT RESPONDING:	4	
DATE SENT TO DEPT FOR RECOMM:	03/18/93	
DATE RECOMMENDATION REC'D IN PURCH	04/12/93	
COUNCIL INFORMATION	DATES SENT	EXTENSION DATES
DATE INFO SENT TO LAW DEPT:	04/14/93	
INTRODUCTION DATE:	04/27/93	
DISCUSSION DATE:	05/11/93	
PASSAGE DATE:	05/11/93	
ORDINANCE NO:		
AMOUNT APPROVED AND/OR SPENT LAST YEAR:		

ITB 6003  
 POLES/MAST ARMS  
 STREET LIGHTING

ITEM/DESCRIPT	QTY	GRAYBAR ELECTR		DR FALZINE		PREFERRED PRODUCTS	
16' BLK POLE	365	\$163.15	\$59,549.75	\$102.25	\$37,321.25	\$120.00	\$43,800.00
22' BLK POLE	15	\$236.85	\$3,552.75	\$136.00	\$2,040.00	\$188.00	\$2,820.00
30' EMH EMBED	185	\$461.00	\$85,285.00	\$460.00	\$85,100.00	\$306.00	\$56,610.00
35' EMH	12	\$479.00	\$5,748.00	\$545.00	\$6,540.00	\$516.00	\$6,192.00
35' EMH	10	\$559.00	\$5,590.00	\$574.00	\$5,740.00	\$740.00	\$7,400.00
6' UNDRBRCD	40	\$86.40	\$3,456.00	\$52.00	\$2,080.00	\$40.00	\$1,600.00
DELIVERY		3-6 WKS		2-4 WKS		8 WKS	
GRAND TOTAL		\$163,181.50		\$138,821.25		\$118,422.00	
EXTEND FOR 2ND YR		NO		NO		NO	
ADD'L DISC		0%		0%		0%	

GE SUPPLY DISQUALIFIED - FORM 95 NOT COMPLETED

FRONT PAGE/INVITATION TO BID  
DEPARTMENT OF PURCHASING  
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA  
ONE MAIN STREET - ROOM 350  
PHONE 219-427-1101

BID OPENING DATE 03/18/93 BID REFERENCE # 6003

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR PURCHASE OF POLES AND MAST ARMS

AND REQUESTED BY STREET LIGHT ENGINEERING

THIS BID REQUIRES A N/A BID BOND OR CERTIFIED CHECK OF ALL BIDDERS.

THIS BID REQUIRES A N/A PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

THIS BID REQUIRES A N/A PAYMENT BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: 0 %  
IF PAID WITHIN \_\_\_\_\_ DAYS. TERMS ARE NET 30 DAYS

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME PREFERRED PRODUCTS SALES COMPANY

STREET ADDRESS 3205 DEVEREAUX DRIVE

CITY INDIANAPOLIS, IN 46208 PHONE # 317-293-2525

BY William E. Johnson FAX 317-291-4126  
REPRESENTATIVE SIGNATURE

SPECIFICATIONS  
1993 POLE AND MAST ARM

Pole and mast arms for City utilities and the City of Fort Wayne, from time of award for a twelve (12) month period.

We require a guaranteed firm price for all poles and mast arms delivered to us during the specified period.

Our annual pole and mast arms purchases shall cover the types, sizes, colors, shapes and other specifications as contained herein.

Your pole and mast arm catalog or drawings containing complete specifications and descriptions, along with the ordering codes for all poles and mast arms submitted with your quotation, three (3) copies each of catalog and price sheets.

Any and all warranties must be in writing and submitted at the time of bid.

The City reserves the right to have a sample of any or all poles or mast arms for inspection for compatibility prior to award of bid. Cost of shipping to be borne by manufacturer.

Your quoted prices must include all delivery cost to the destination as stated on the individual purchase orders, and your cash discount expressed as a percentage and/or multiplier must be specified in your quotation.

Full credit must be issued to us for all poles or mast arms proving unsatisfactory due to faulty materials or workmanship, and any breakage, apparent or concealed, occurring during delivery, shall be the vendor's responsibility.

By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional period not to exceed one (1) year. However, the agreement to extend must be completed in writing not less than fifteen (15) days prior to expiration date. The contract may be extended only at the same price and under the same conditions governing the original contract.

**ALTERNATIVES:**

- A) Will you extend these bid prices for  
a second year.                                                X  
                                         yes                                 no
- B) If awarded total bid on all items shown  
additional discount allowed                0 %

# POLE AND MAST ARM PRICING SHEET

ITEM	DESCRIPTION	APPROXIMATE QUANTITY	ORDER NUMBER	UNIT PRICE	EXTENSION PRICE
1	16 FT black embedded base, tapered light pole	365 *100	56668-002 PAINTED BLACK	\$ 120	\$43,800
2	22 FT black embedded base, tapered light pole	15 *15	59567 PAINTED BLACK	188	2,820
3	30 FT E.M.H. embedded base tapered light pole including	185 *50	71755**	306	56,610
4	35 FT E.M.H. anchor base tapered light pole. Shaft to accept one single member 6 FT or 8FT mast arm (SHAFT ONLY)	12 *12	56666-001**	516	6,192
5	35 FT E.M.H. anchor base tapered light pole painted dark bronze	10 *10	60805-001** PAINTED BRONZE	740	7,400
6	6 FT underbraced alum. 2" slipfitter mast arm for wood pole	40 *20	82-003	40	1,600

Grand total:\$ 118,422

FOB: Ft Wayne

Delivery time aro: 8weeks /~~xxx~~ days

\* MINIMUM QUANTITY PER RELEASE

\*\* shaft only designed for standard FortFWayne arms & fixtures. Each shaft furnished with pole cap and bolt covers if anchor base. Arms, fixtures and anchor bolts not included.

TERMS: NET 30 DAYS, FREIGHT ALLOWED

SHIPMENT ESTIMATED AT 6-8 WEEKS AFTER RECEIPT OF A RELEASE.

UNIT PRICES FIRM FOR RELEASES RECEIVED ON OR BEFORE 10/31/93.

# BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)  
(Please type or print)

Date: March 15, 1993

1. Governmental Unit: City of Fort Wayne

2. County: Allen

3. Bidder (Firm): Preferred Products Sales Company

Address: 3205 Devereaux Drive

City/State: Indianapolis, IN 46208

4. Telephone Number: 317-293-2525

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

William C. Johnson  
Signature of Bidder or Agent

## BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
                          ) SS:  
Marion COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

We further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Preferred Products Sales Co.

Bidder (Firm)

William C. Johnson  
Signature of Bidder or Agent

Subscribed and sworn to before me this 15th day of March, 1993.

My Commission Expires: 1/12/97

County of Residence: Marion

Robert Hoyt  
Notary Public

Robert Hoyt  
Notary Public Printed Name

## ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

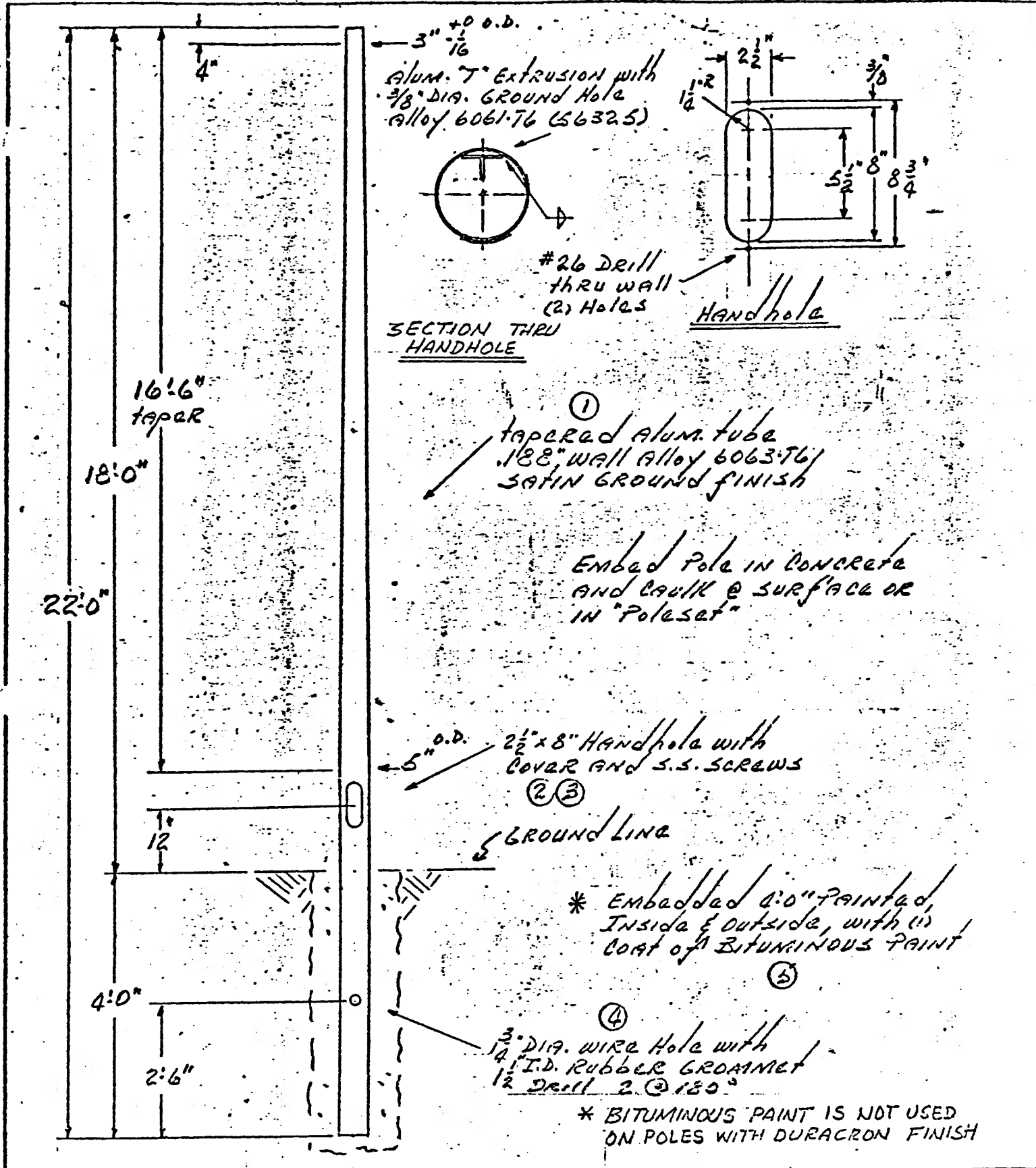
Contracting Authority Members:

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



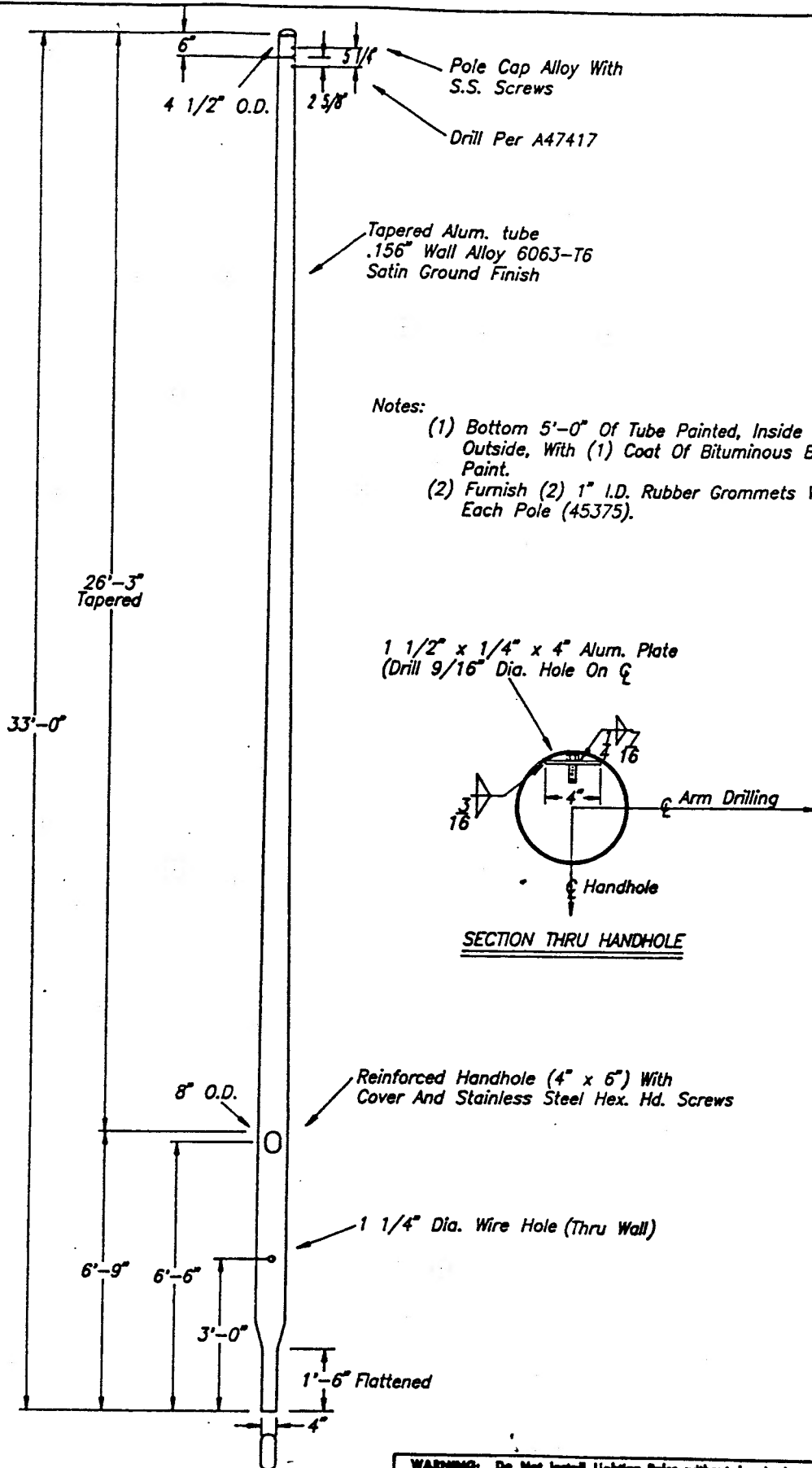




NO.	REVISIONS	DATE	TITLE
			Embedded Pedestal
			CUSTOMER
			CITY of FORT WYNN, IND.
			SCALE N.T.S.
			DATE 9-29-75
			BY L.W.
			DWG. NO.
			A59567
			CHK'D

COMPANY  
DIVISION OF  
P. O. BOX 347

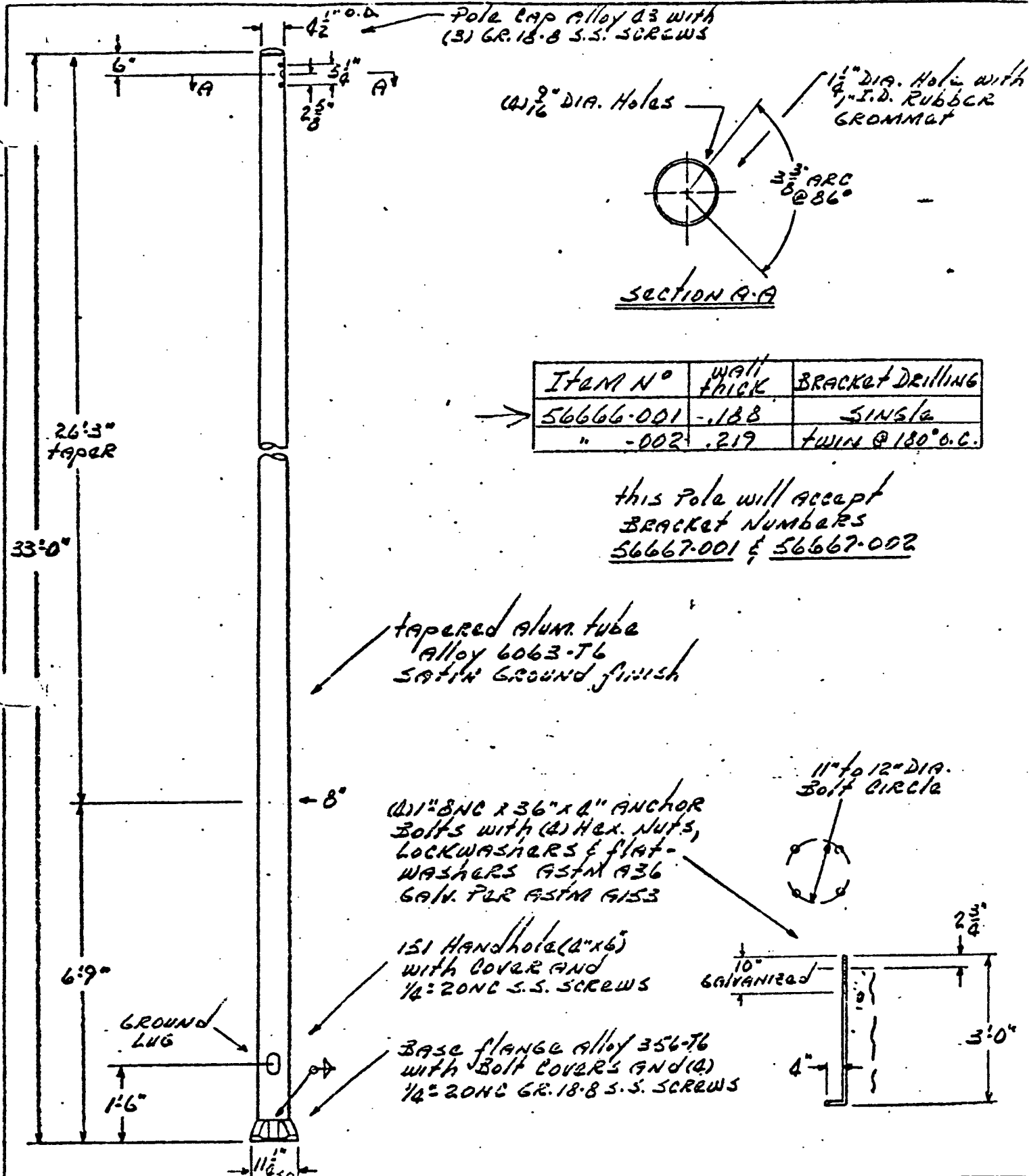
KEARNEY-NATIONAL, INC.  
WASHINGTON, VA. 22310




821755

REVISIONS		DATE

WARNING: Do Not Install Lighting Poles without Luminaires	
<b>hapco</b> <small>COMPANY OF THE HAPCO GROUP, INC.</small>	
TITLE SHEET FOR 56667 B.R.K.T. CUSTOMER FORT WAYNE, IN. SCALE 1/32 BY L.W. CHK'D PRS	DATE 10.22.91 DWG. NO. 821755



NO.	REVISIONS	DATE	TITLE	CUSTOMER	SCALE	DATE	DWG. NO.
			56666 shafts	CITY OF FORT WAYNE, IND.	N.T.S.	12-16-72	
					BY L.W.		A56666
					CHK'D		

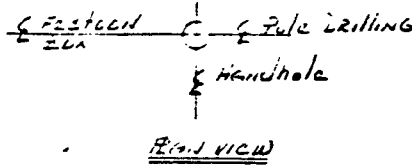
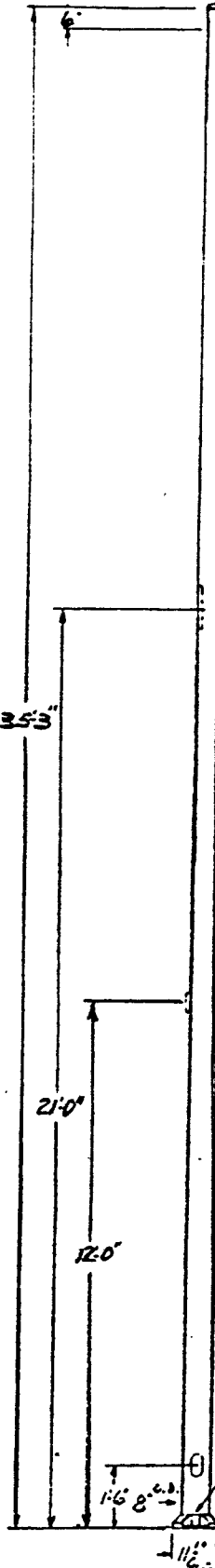


COMPANY  
DIVISION OF  
P. O. BOX 247  
WASHINGTON, VA. 22313

KEARNEY NATIONAL, INC.

Pole Cap Alloy 52  
with 3/8" screws

- Drill per A59117-001



INTERNAL DAMPER

ITEM NO	FASTEN BOX
60805-001	LESS BOX
"	-002 WITH BOX

tapered alum. tube  
.188" wall alloy 6063-T6  
SATIN GROUND WITH  
DARK BRONZE PAINTED  
FINISH

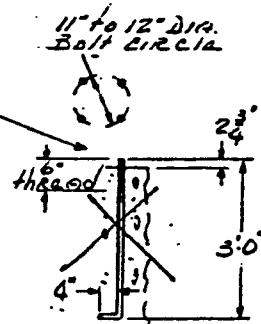
fasten outlet box (duplex)  
cover & 3/8" screws  
(see table)

(4) 1"-8 UNC steel Anchor Bolts  
ASTM A576, A325 GRADE  
1021-1046, 50,000 PSI MIN.  
YIELD, TOP 10" GALV. PER ASTM  
A53 WITH NUTS AND WASHERS

\* 151 Handhole (10"x16")  
with cover and 3/8"  
screws

GROUND LUG

base flange alloy 356-T6  
with bolt covers and 3/8"  
screws



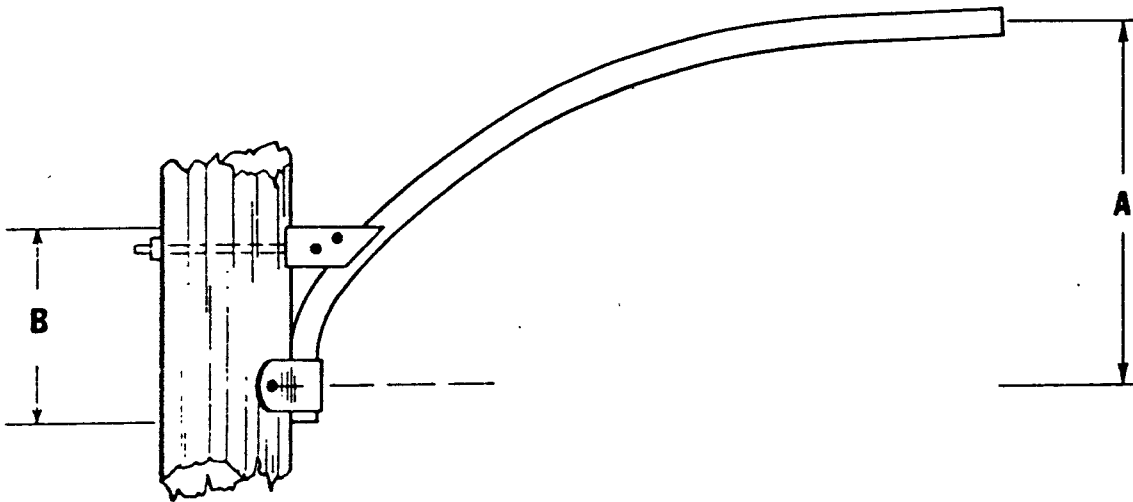
WARNING: Do Not Install Lighting Poles without Luminaires

NO	REVISIONS	DATE
1	Per Notes related	6/10/77

		TITLE: <u>Lighting Poles</u>	
		CUSTOMER: _____	
SCALE: <u>N.T.S.</u>		DATE: <u>3-24-77</u>	
BY: <u>L.W.</u>		DWG. NO. _____	
CHK'D: _____		<u>B60805</u>	

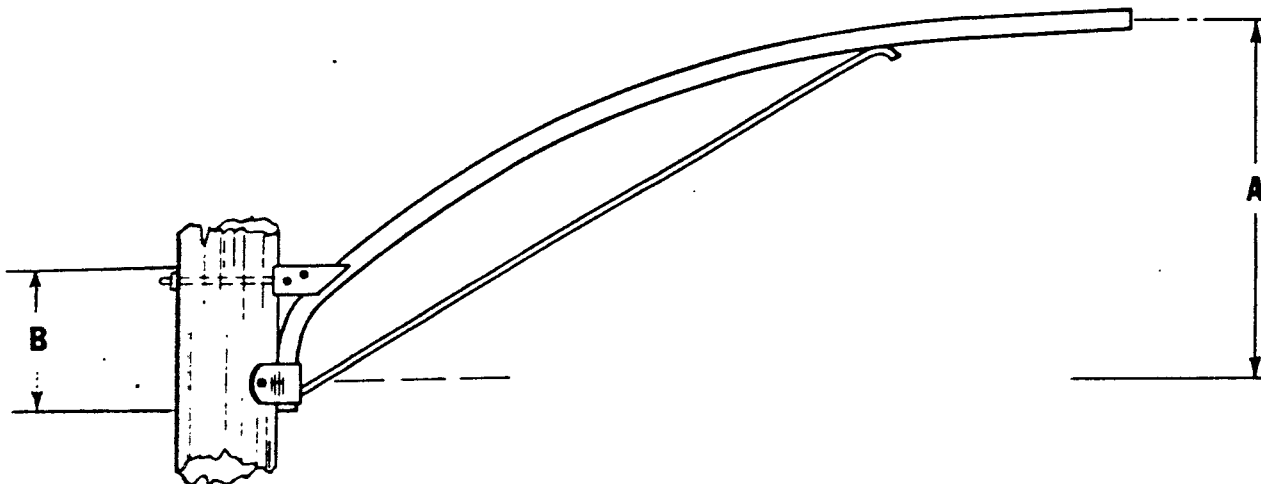
B60805

# ALUMINUM BRACKETS FOR WOOD POLES



**UPSWEEP**

Catalog Number	Length	Pipe Size (Inches)	Rise (A)	Weight (Pounds)	Pole Space (B) Inches
81-001	30"	1 1/4	17"	3	8 1/2
81-002	4'	1 1/4	23"	4	8 1/2
81-003	4'	1 1/4	22"	6	11 3/8
81-004	6'	1 1/4	28"	7	11 3/8
81-005	4'	2	22"	8	11 3/8
81-006	6'	2	28"	11	11 3/8
81-007	8'	2	30"	13	11 3/8



**UNDERBRACED**

Catalog Number	Length	Pipe Size (Inches)	Rise (A)	Weight (Pounds)	Pole Space (B) Inches
82-001	6'	1 1/4	28"	8	11 3/8
82-002	8'	1 1/4	30"	11	11 3/8
82-003	6'	2	28"	12	11 3/8
82-004	8'	2	30"	15	11 3/8





**Preferred  
Products  
Sales Co.**

## **TERMS AND CONDITIONS**

### **SHIPMENT**

1. Unless otherwise specified, shipment will be made in the most economical and practical manner. When method of shipment is specified by purchaser, any additional expense will be invoiced as a separate item. Allowance of transportation charges is not intended to guarantee the delivery at or to destination, but merely to absorb the cost of transportation.
2. All material is sold F.O.B. Shipping Point. Seller's responsibility for delivery of material ends upon receipt of signed bill of lading. In case of shortage or damage, purchaser should notify the delivering transportation agent at once and file a claim promptly.
3. Delivery estimates as quoted are based on conditions prevailing on the date of quotation. HAPCO shall not be liable for delays in filling this order caused by (a) strikes, riots or other civil commotions, fires, floods, accidents to machinery, delays in transportation or lack of transportation (b) or any cause beyond the control of HAPCO.

### **PACKAGING**

Unless otherwise stated on the face of this quotation, all packaging will be in accordance with our standard practices for domestic shipments.

### **TAXES**

These prices do not include any federal, state or municipal sales, excise or other taxes which the company is required by law to collect. Such taxes will be billed in addition to the prices quoted.

### **TERMS**

If, in the judgment of the seller, the financial condition of the purchaser at the time material is ready for shipment does not justify the terms of payment specified on the face of this quotation, seller may require full payment in cash before making shipment.

### **COMPLIANCE WITH THE LAW**

Seller certifies that the products covered by this quotation are produced in compliance with all applicable requirements of the Fair Labor Standards Act and other applicable federal laws.

### **MINIMUM BILLING POLICY**

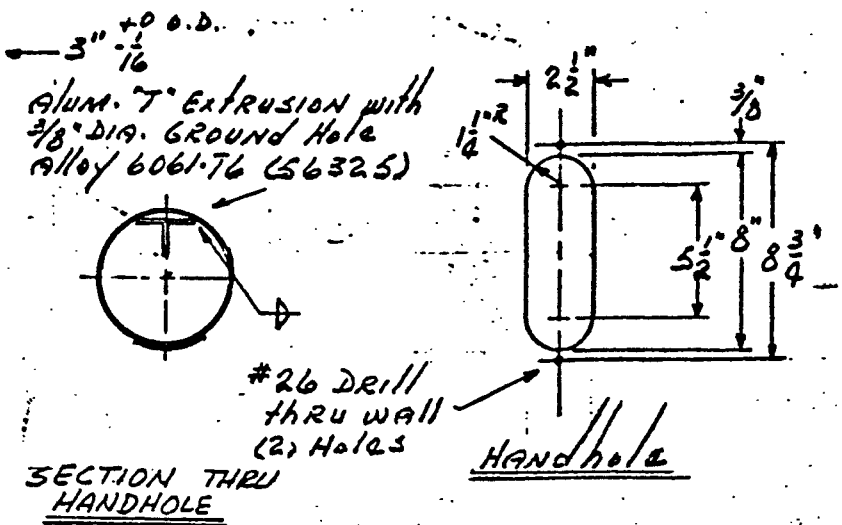
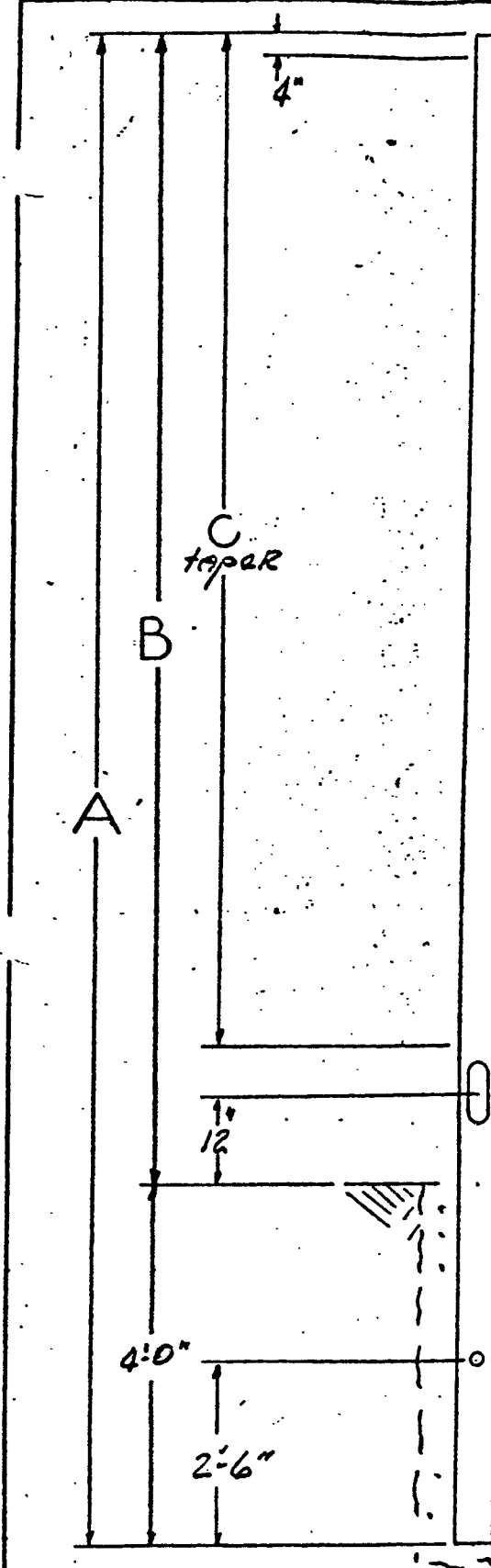
A net minimum billing of \$50.00 will be applied to all orders.

### **CANCELLATION**

No cancellations will be permitted without the written consent of HAPCO. Cancellation charges will be assessed depending upon the condition of the material at the time of cancellation.

### **WARRANTY**

Seller warrants to repair or replace, at seller's option, any equipment which fails due to defects in material or workmanship within one year from date of shipment, unless failure is due to improper installation or misapplication. This guarantee is limited to the repair or replacement of the material involved and does not include reimbursement for the expense of installation, removal of equipment, transportation or any other expenses which may be incurred. Authorization must be obtained from HAPCO, before any material is returned.



①  
TAPERED ALUM. TUBE  
1/25" WALL ALLOY 6063 T6  
SATIN GROUND FINISH

EMBED POLE IN CONCRETE  
AND CAULK @ SURFACE OR  
IN "POLESET"

ITEM N°	A	B	C
56668-001	18'-0"	14'-0"	12'-6"
56668-002	16'-0"	12'-0"	10'-6"

② ③  
2 1/2" x 8" HANDHOLE WITH  
COVER AND S.S. SCREWS  
GROUND LINE

\* EMBEDDED 4'-0" PAINTED,  
INSIDE & OUTSIDE, WITH (1)  
COAT OF BITUMINOUS PAINT  
⑤

④  
3" DIA. WIRE HOLE WITH  
1/4" I.D. RUBBER GROMMET  
1/2" DRILL 2 @ 180°

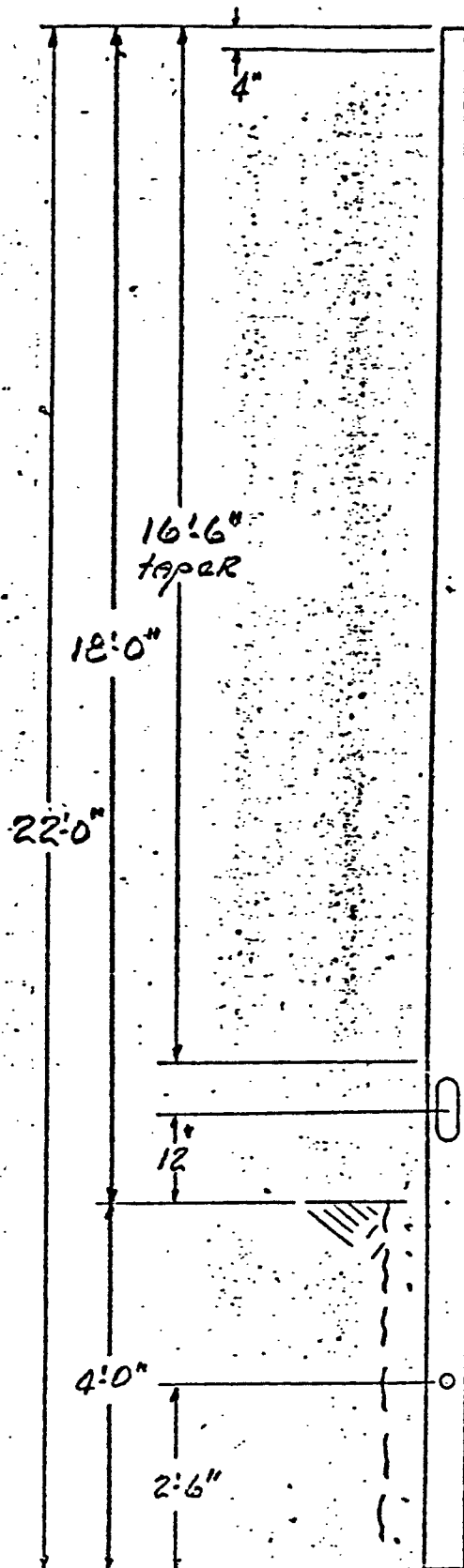
\* BITUMINOUS PAINT IS NOT USED  
ON POLES WITH DURACRON FINISH

NO.	REVISIONS	DATE
1	TABLE & GROUNDING ADDED	4/21/73
2	GROUNDING	8/1/73
3	add 1 1/2" wire hole	3/13/74
4	was (1) wire hole @ 2'-0"	4/1/74

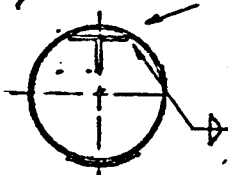
**hapco**

COMPANY  
DIVISION OF  
P. O. BOX 147  
KEARNEY-NATIONAL, INC.  
ASHEBORO, VA. 24510

TITLE Embedded Pedestal	
CUSTOMER City of Fort Wayne, Ind.	
SCALE N.T.S.	DATE 12-16-72
BY L.W.	DWG. NO. A56668
CHK'D	

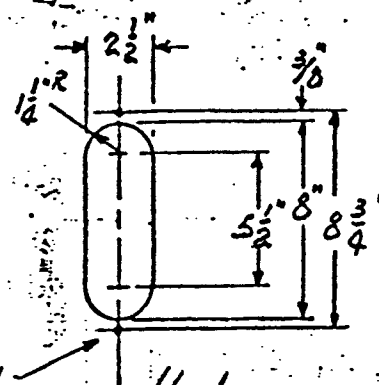


3"  $\pm$  0 O.D.  
 Alum. T. Extrusion with  
 $\frac{3}{8}$ " DIA. GROUND Hole  
 Alloy 6061-T6 (56325)



#26 DRILL  
 THRU WALL  
 (2) HOLES

SECTION THRU  
 HANDHOLE



HANDHOLE

①  
 tapered Alum. tube  
 188" WALL Alloy 6063-T6/  
 SATIN GROUND FINISH

Embed Pole in concrete  
 and caulk @ surface or  
 in "PoleSet"

5" O.D. 2 1/2" x 8" Handhole with  
 COVER AND S.S. SCREWS  
 (2) (3)

GROUND LINE

\* Embedded 8" DIA. PAINTED,  
 INSIDE & OUTSIDE, WITH (1)  
 COAT OF BITUMINOUS PAINT  
 (5)

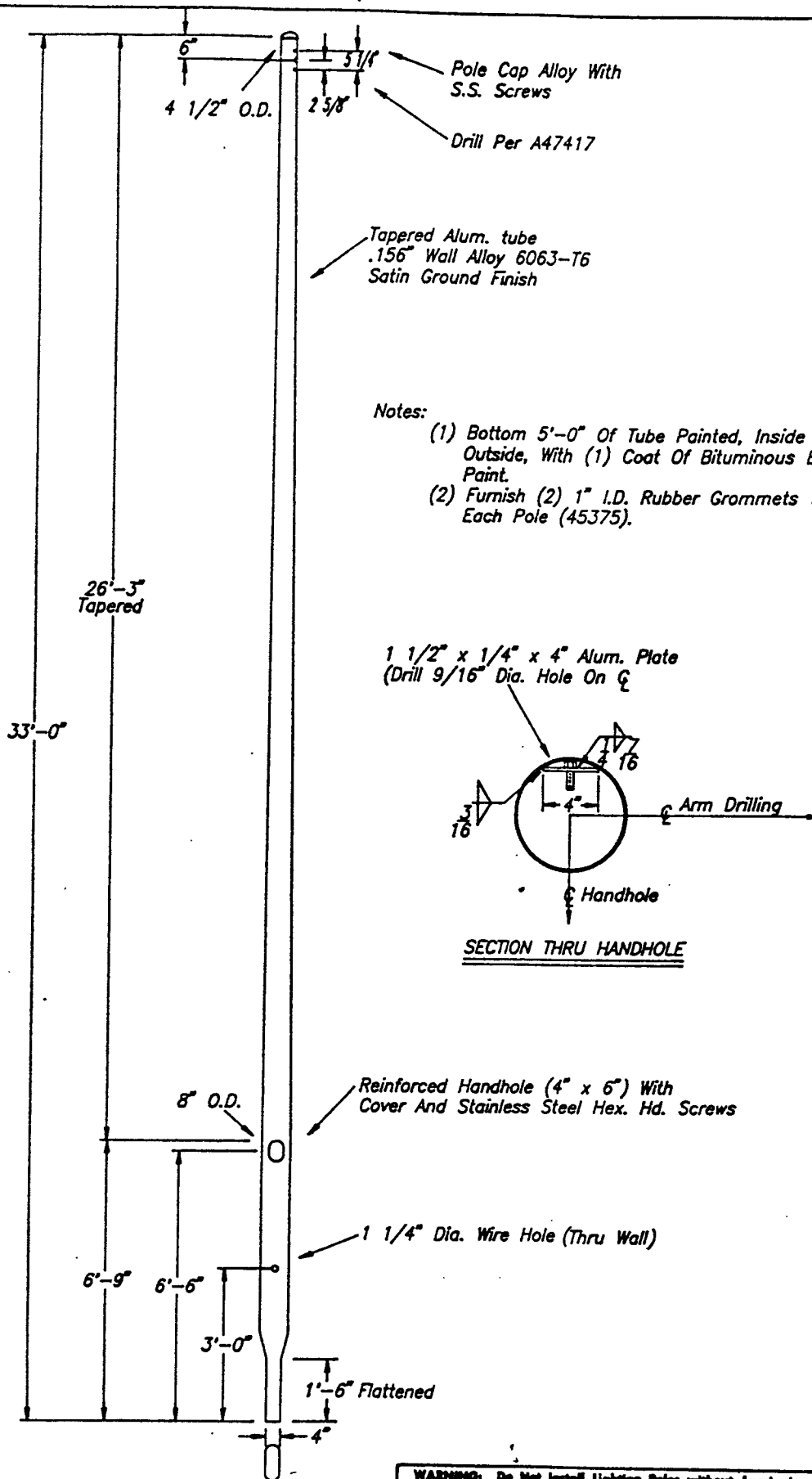
④  
 $\frac{3}{4}$ " DIA. WIRE Hole with  
 $\frac{1}{4}$ " I.D. RUBBER GROMMET  
 $\frac{1}{2}$ " DRILL 2 @ 180°

\* BITUMINOUS PAINT IS NOT USED  
 ON POLES WITH DURACRON FINISH

NO.	REVISIONS	DATE

**mapco**  
 COMPANY  
 DIVISION OF  
 P. O. BOX 347  
 KEARNEY-NATIONAL, INC.  
 ARLINGTON, VA. 22210

TITLE Embedded Pedestal	
CUSTOMER City of Fort Wayne, Ind.	
SCALE N.T.S.	DATE 9-29-75
BY L.W.	DWG. NO. A59567
CHK'D	



Notes:

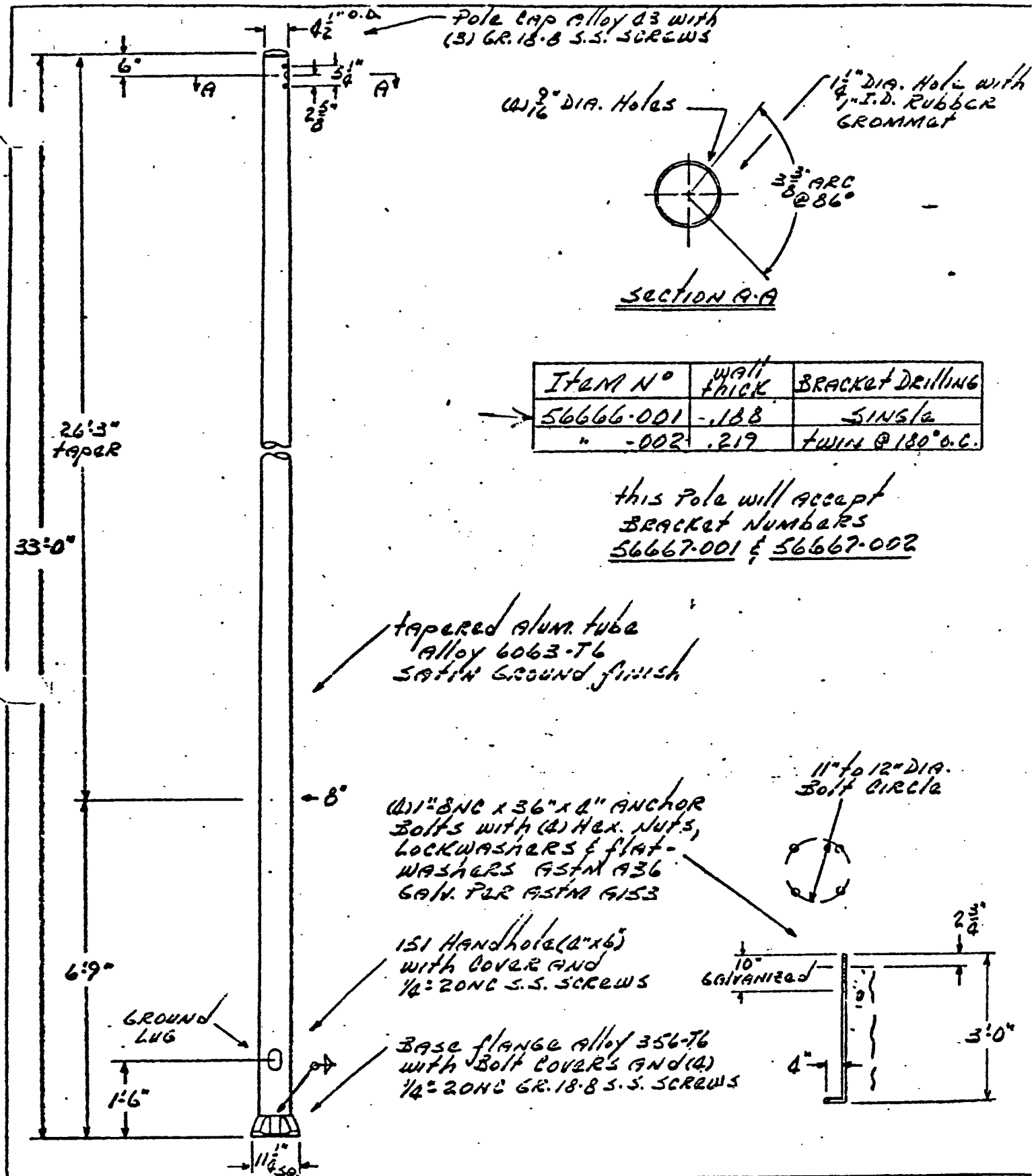
- (1) Bottom 5'-0" Of Tube Painted, Inside And Outside, With (1) Coat Of Bituminous Base Paint.
- (2) Furnish (2) 1" I.D. Rubber Grommets With Each Pole (45375).

SECTION THRU HANDHOLE

B71755

REVISIONS		DATE

WARNING: Do Not Install Lighting Poles without Luminaires	
<h1>hapco</h1> <p>COMPANY FORT WAYNE, IN. A. O. BOX 60</p>	<p>TITLE <b>SHEET FOR 56667 B.R.N.T.S.</b></p> <p>CUSTOMER <b>FORT WAYNE, IN.</b></p> <p>SCALE <b>1/32"</b></p> <p>DATE <b>10.22.91</b></p> <p>BY <b>L.W.</b></p> <p>CHK'D <b>PRS</b></p>
	<p>DWG. NO. <b>B71755</b></p>



NO.	REVISIONS	DATE

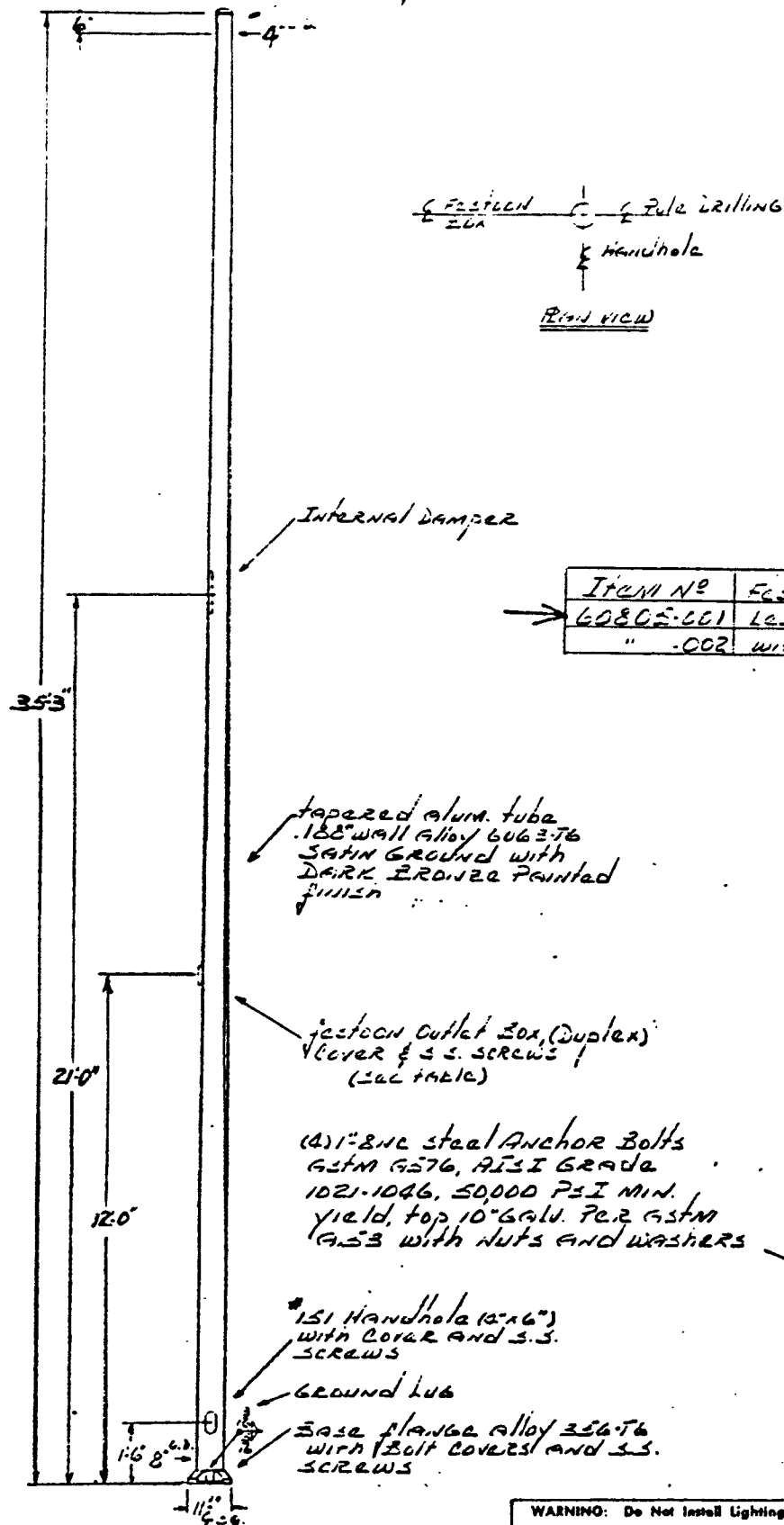
**napco**

COMPANY DIVISION OF LARNEY-NATIONAL, INC.  
P. O. BOX 947 WASHINGTON, VA. 22103


TITLE 56666 shafts	
CUSTOMER CITY OF FORT WYNN, INC.	
SCALE N.T.S.	DATE 12-16-72
BY L.W.	DWG. NO. A56666
CHK'D	



- Drill per 1959/17.001

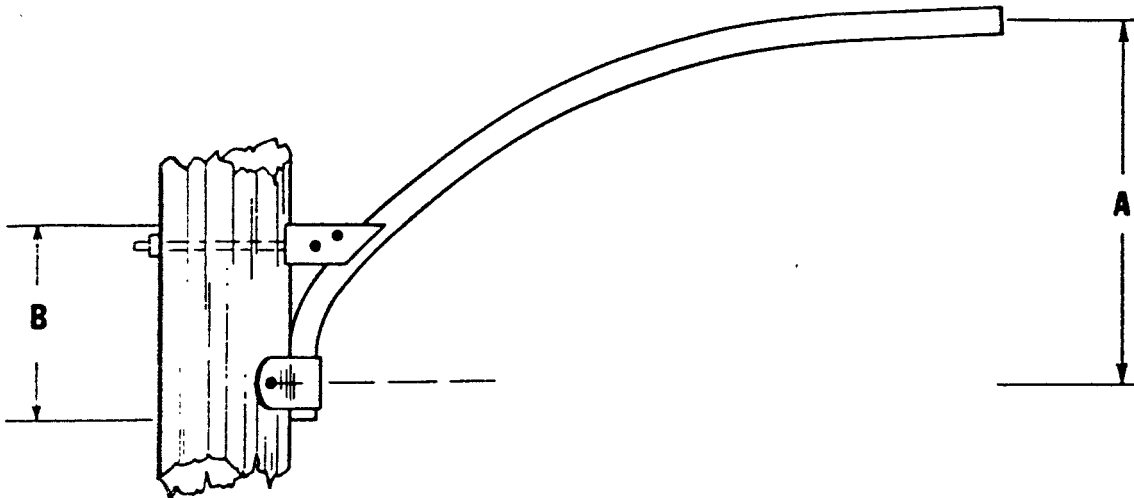


**WARNING: Do Not Install Lighting Poles without Luminaire**

NO.		REVISIONS	DATE	 COMPANY DIVISION OF P. O. BOX 100 LANCASTER, PA. 17602	TITLE <i>Lighting Poles</i>			
		<i>See 2012 update</i>	<i>4/10/77</i>		CUSTOMER			
					SCALE	<i>N.T.S.</i>	DATE	<i>3-24-77</i>
					BY	<i>L.W.</i>	DWG. NO.	
					CHK'D			<i>B60805</i>

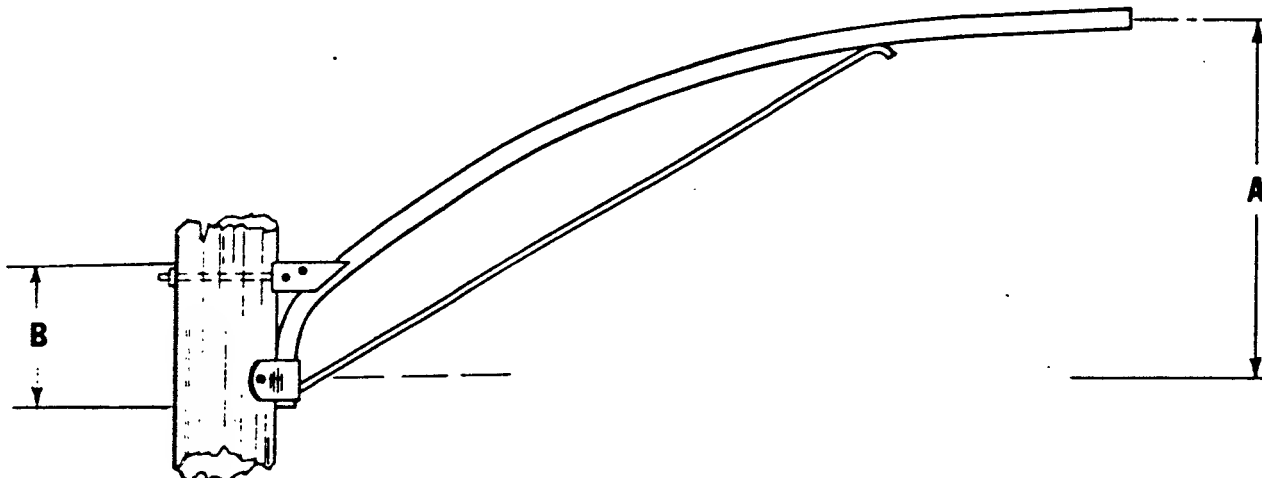
240805

# ALUMINUM BRACKETS FOR WOOD POLES



**UPSWEEP**

Catalog Number	Length	Pipe Size (Inches)	Rise (A)	Weight (Pounds)	Pole Space (B) Inches
81-001	30"	1 1/4	17"	3	8 1/2
81-002	4'	1 1/4	23"	4	8 1/2
81-003	4'	1 1/4	22"	6	11 1/2
81-004	6'	1 1/4	28"	7	11 1/2
81-005	4'	2	22"	8	11 1/2
81-006	6'	2	28"	11	11 1/2
81-007	8'	2	30"	13	11 1/2



**UNDERBRACED**

Catalog Number	Length	Pipe Size (Inches)	Rise (A)	Weight (Pounds)	Pole Space (B) Inches
82-001	6'	1 1/4	28"	8	11 1/2
82-002	8'	1 1/4	30"	11	11 1/2
82-003	6'	2	28"	12	11 1/2
82-004	8'	2	30"	15	11 1/2



**Preferred  
Products  
Sales Co.**

## **TERMS AND CONDITIONS**

### **SHIPMENT**

1. Unless otherwise specified, shipment will be made in the most economical and practical manner. When method of shipment is specified by purchaser, any additional expense will be invoiced as a separate item. Allowance of transportation charges is not intended to guarantee the delivery at or to destination, but merely to absorb the cost of transportation.

2. All material is sold F.O.B. Shipping Point. Seller's responsibility for delivery of material ends upon receipt of signed bill of lading. In case of shortage or damage, purchaser should notify the delivering transportation agent at once and file a claim promptly.

3. Delivery estimates as quoted are based on conditions prevailing on the date of quotation. HAPCO shall not be liable for delays in filling this order caused by (a) strikes, riots or other civil commotions, fires, floods, accidents to machinery, delays in transportation or lack of transportation (b) or any cause beyond the control of HAPCO.

### **PACKAGING**

Unless otherwise stated on the face of this quotation, all packaging will be in accordance with our standard practices for domestic shipments.

### **TAXES**

These prices do not include any federal, state or municipal sales, excise or other taxes which the company is required by law to collect. Such taxes will be billed in addition to the prices quoted.

### **TERMS**

If, in the judgment of the seller, the financial condition of the purchaser at the time material is ready for shipment does not justify the terms of payment specified on the face of this quotation, seller may require full payment in cash before making shipment.

### **COMPLIANCE WITH THE LAW**

Seller certifies that the products covered by this quotation are produced in compliance with all applicable requirements of the Fair Labor Standards Act and other applicable federal laws.

### **MINIMUM BILLING POLICY**

A net minimum billing of \$50.00 will be applied to all orders.

### **CANCELLATION**

No cancellations will be permitted without the written consent of HAPCO. Cancellation charges will be assessed depending upon the condition of the material at the time of cancellation.

### **WARRANTY**

Seller warrants to repair or replace, at seller's option, any equipment which fails due to defects in material or workmanship within one year from date of shipment, unless failure is due to improper installation or misapplication. This guarantee is limited to the repair or replacement of the material involved and does not include reimbursement for the expense of installation, removal of equipment, transportation or any other expenses which may be incurred. Authorization must be obtained from HAPCO, before any material is returned.

FRONT PAGE/INVITATION TO BID  
DEPARTMENT OF PURCHASING  
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA  
ONE MAIN STREET - ROOM 350  
PHONE 219-427-1101

BID OPENING DATE 03/18/93 BID REFERENCE # 6003

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR PURCHASE OF POLES AND MAST ARMS

AND REQUESTED BY STREET LIGHT ENGINEERING

THIS BID REQUIRES A N/A BID BOND OR CERTIFIED CHECK OF ALL BIDDERS.

THIS BID REQUIRES A N/A PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

THIS BID REQUIRES A N/A PAYMENT BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: — %  
IF PAID WITHIN NET 30 DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME D.R. FALZINE & ASSOC., INC.

STREET ADDRESS 25000 CENTER RIDGE RD.

CITY WESTLAKE, O PHONE # 216-899-0884

BY Daniel R. Falzine  
REPRESENTATIVE SIGNATURE

## POLE AND MAST ARM PRICING SHEET

ITEM	DESCRIPTION	APPROXIMATE QUANTITY	ORDER NUMBER	UNIT PRICE	EXTENSION PRICE
1	16 FT black embedded base, tapered light pole	365	BS16-01S1BE15	\$102.25	\$37,321.25
2	22 FT black embedded base, tapered light pole	15	BS22-01S1BE15	\$136.00	\$ 2,040.00
3	30 FT E.M.H. embedded base tapered light pole including	185	RTA8M30TAS16QIN	\$460.00	\$85,100.00
4	35 FT E.M.H. anchor base tapered light pole. Shaft to accept one single member 6 FT or 8FT mast arm (SHAFT ONLY)	12	RTA8M35AAS1XQIN	\$545.00	\$ 6,540.00
5	35 FT E.M.H. anchor base tapered light pole painted dark bronze	10	RTA8M35AJS1XQIN	\$574.00	\$ 5,740.00
6	6 FT underbraced alum. 2" slipfitter mast arm for wood pole	40	WP628/BRACE	\$ 52.00	\$ 2,080.00

Grand total: \$ 138,821.25

FOB: Ft Wayne

Delivery time aro: 15-30 /days

NOTE: ITEMS 1 & 2 MANUFACTURED BY SHAKESPEARE, NEWBERRY, SC.

1. PRICE FIRM FOR 2 YEARS.
2. SHIPMENTS ARE 2-4 WEEKS AFTER RELEASES.
3. FREIGHT IS PREPAID AND ALLOWED ON RELEASES OF \$2,000.00 AND OVER. ON RELEASES UNDER \$2,000.00, THE FREIGHT IS PREPAID AND ADDED TO THE INVOICE.
4. TERMS ARE NET 30 DAYS.

ITEMS 3, 4, 5, & 6 MANUFACTURED BY COOPER LIGHTING, VICKSBURG, MS.

1. PRICES ARE FIRM FOR 1 YEAR..
2. SHIPMENTS ARE 2-4 WEEKS AFTER RELEASES.
3. FREIGHT IS PREPAID AND ALLOWED ON RELEASES OF \$1,000.00 AND OVER. ON RELEASES UNDER \$1,000.00, THE FREIGHT IS PREPAID AND ADDED TO THE INVOICE.
4. TERMS ARE NET 30 DAYS.



## BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)  
(Please type or print)Date: 3-15-93

1. Governmental Unit:

2. County:

3. Bidder (Firm):

Address:

City/State:

4. Telephone Number:

5. Agent of Bidder (if applicable):

D.R. FALZINE & ASSOCIATES, INC.  
25006 CENTER RIDGE RD  
WESTLAKE OHIO 44145  
216-899-0884Pursuant to notices given, the undersigned offers bid(s) to CITY OF FT. WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

David R. Fazine  
Signature of Bidder or Agent

## BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
                          ) SS:  
                          ) COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

D.R. FALZINE & ASSOCIATES, INC.  
Bidder (Firm)David R. Fazine  
Signature of Bidder or AgentSubscribed and sworn to before me this 16<sup>TH</sup> day of MARCH 1993My Commission Expires: February 25, 1998County of Residence: CuyahogaDavid R. Fazine  
Notary PublicGail R. Withits  
Notary Public Printed Name

## ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: \_\_\_\_\_

SPECIFICATIONS  
1993 POLE AND MAST ARM

Pole and mast arms for City utilities and the City of Fort Wayne, from time of award for a twelve (12) month period.

We require a guaranteed firm price for all poles and mast arms delivered to us during the specified period.

Our annual pole and mast arms purchases shall cover the types, sizes, colors, shapes and other specifications as contained herein.

Your pole and mast arm catalog or drawings containing complete specifications and descriptions, along with the ordering codes for all poles and mast arms submitted with your quotation, three (3) copies each of catalog and price sheets.

Any and all warranties must be in writing and submitted at the time of bid.

The City reserves the right to have a sample of any or all poles or mast arms for inspection for compatibility prior to award of bid. Cost of shipping to be borne by manufacturer.

Your quoted prices must include all delivery cost to the destination as stated on the individual purchase orders, and your cash discount expressed as a percentage and/or multiplier must be specified in your quotation.

Full credit must be issued to us for all poles or mast arms proving unsatisfactory due to faulty materials or workmanship, and any breakage, apparent or concealed, occurring during delivery, shall be the vendor's responsibility.

By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional period not to exceed one (1) year. However, the agreement to extend must be completed in writing not less than fifteen (15) days prior to expiration date. The contract may be extended only at the same price and under the same conditions governing the original contract.

ALTERNATIVES:

- A) Will you extend these bid prices for  
a second year.        \*          \*    
                              yes                      no
- B) If awarded total bid on all items shown  
additional discount allowed       —       %.

\* SEE BID PAGE 2

# COOPER LIGHTING

## Terms & Conditions of Sale

### GENERAL

#### Acceptance/Governing Terms:

These Terms and Conditions of Sale ("Agreement") shall apply to all sales of products by Cooper Lighting, a division of Cooper Industries, Inc., a corporation of the State of Ohio. As used in these Terms and Conditions of Sale, "we" and "our" shall refer to Cooper Lighting.

Unless otherwise specifically agreed in writing by an authorized representative of Cooper Lighting, any different or additional terms and conditions proposed by any customer in a purchase order, response to a quotation, or other proposal are hereby rejected by Cooper Lighting and shall not be incorporated into the agreement for sale of Cooper Lighting products. Customer's assent to these Terms and Conditions of Sale shall be conclusively presumed from customer's ordering products quoted by Cooper Lighting, customer's failure to object in writing to these Terms and Conditions of Sale, and/or customer's acceptance of all or part of any products ordered. If Cooper Lighting is found to have acknowledged customer's order or proposal, and such acknowledgment constitutes an acceptance of an offer, such acceptance is expressly made conditional on customer's assent solely to these Terms and Conditions of Sale which shall form part of the acknowledgement, and acceptance by customer of any products shall be deemed to constitute such assent. If any quotation or other document of Cooper Lighting is deemed to constitute an offer to customer, customer's acceptance of such offer is limited to these Terms and Conditions of Sale.

### TERMS

#### Terms of Payment:

Terms of payment for Cooper Lighting products shall be as follows:

Halo and Sure-Lites products: 2% cash discount on invoices paid by the 10th of the month following the month of billing.

Metalux, Crouse-Hinds, Lumark, McGraw-Edison, and Cooper Lites products: 1% cash discount on invoices paid by the 10th of the month following the month of billing.

Crouse-Hinds utility, McGraw-Edison utility, D.O.T. and Traffic products: Invoices will be paid on a net 30 day basis.

Payments made after the 10th of the month are due on a net basis to the 25th of the month. A service charge of 1.5% per month will be charged by Cooper Lighting on any customer balance due at the end of the month following the month of billing. Should it be necessary for Cooper Lighting to institute formal collection proceedings to collect any past due amounts from customer, Cooper Lighting shall be entitled to recover its attorney's fees and other costs associated with the proceedings. Notwithstanding the acceptance of an order by Cooper Lighting, we reserve the right not to ship material to any customer not paying in accordance with our terms or who, in the sole opinion of Cooper Lighting, may be unable to meet its payment obligations to Cooper Lighting.

#### Freight Terms:

Freight will be prepaid and allowed by Cooper Lighting on any order totalling \$1,000 or more or any partial release totalling \$1,000 or more that is to be shipped within the limits of the continental United States. Outside the continental United States, customer should consult factory. Orders not qualified for prepaid freight will be shipped with transportation charges prepaid by Cooper Lighting and added to customer's account.

Partial shipments will be made at the direction of the customer, provided the customer pays excess freight. When Cooper Lighting bears the cost of shipment, we reserve the right to ship all orders in one complete shipment. Partial shipments may be made at our discretion. Cooper Lighting will not be responsible for storage charges or cartage charges beyond the destination address acknowledged by Cooper Lighting.

On pole orders Cooper Lighting will ship anchor bolts prior to shipping poles if the customer requests this. The anchor bolts will be shipped on the basis of no freight allowed. Transportation charges on anchor bolts will be invoiced as a separate item.

All shipments will be made via carrier selected by shipper.

#### Direct Shipments:

Cooper Lighting reserves the right to refuse the request of any distributor to make direct shipments of products to any destination outside the regular or assigned sales and service area of the distributor.

#### Merchandise and Claims Terms:

Unless otherwise noted, sales of Cooper Lighting Products will be F.O.B. factory. Title to all products shall pass from Cooper Lighting to our customers upon execution of a bill of lading or tender of freight to carrier's agent or customer's agent, whichever shall first occur. When shipments of Cooper Lighting products are to be made via company truck, title to the products shall pass to our customers at time of delivery to the final destination or to the forwarding carrier. All claims for loss or damage in transit must be made by consignee to carrier within 30 days.

#### Date of Shipment:

Shipping dates are approximate and are based on conditions existing at the time of Cooper Lighting's receipt of customer's firm order and full information. Cooper Lighting will in good faith endeavor to ship by the estimated shipping date but it shall not be responsible for any delay or any damage arising therefrom. It is agreed that time is not of the essence.

#### Return Merchandise Terms:

No merchandise may be returned by customer without prior written authorization in the form of a Return Materials Authorization (RMA) which has been issued by Cooper Lighting expressly for the merchandise to be returned. This RMA will be issued at the sole discretion of Cooper Lighting and must be requested by the customer within 90 days of the original shipment date. Except with respect to defective items, returned merchandise must be in its origi-

nal sealed cartons. No non-stocking special products, custom-made products, or outdated or modified versions of cataloged factory stocking items may be returned by customer. The minimum value of merchandise for which an RMA will issue is \$250. Except for products considered by Cooper Lighting to be defective in workmanship or materials, all returns will be subject to a minimum 35% handling and factory inspection charge, and a deduction will be made for the freight expense of the original shipment. Merchandise accepted for return must be shipped prepaid to the factory or other destination specified by Cooper Lighting.

#### Order Cancellation Terms:

Cooper Lighting will accept order cancellations from customers only if the cancellations are sent to Cooper Lighting in writing and received prior to shipment of the orders affected. Verbal order cancellations will not be accepted. Cancellation charges shall be those costs incurred by Cooper Lighting, but not less than 10% of the value of an order. All costs for warehousing and freight on orders cancelled after shipment and/or refused at destination will be charged to the customer. Cooper Lighting reserves the right to impose on the customer an additional charge of 25% of the value of an order if the order is cancelled after it has been processed for shipment.

Custom made equipment and "specials" may not be cancelled after release of order.

#### Minimum Order Charge:

A service charge of \$25.00 will be added to all original customer orders which total less than \$50.00 net.

#### Pricing:

Prices are subject to change without notice. Cooper Lighting will ship merchandise at prices prevailing at the time of shipment. Prices are exclusive of sales, use, excise or similar taxes unless otherwise noted.

#### Standard Package Policy And/Or "Broken Carton" Charge: (Halo Products Only)

Items marked with a "\*" in Cooper Lighting's literature must be ordered in standard package quantities when ordered for distributor's stock. If not,

1. the order will automatically be increased to the minimum quantity or the next multiple thereof, or
2. if an order for items so marked specifically states "do not increase quantity", Cooper Lighting will ship the order as written, but it will apply a broken carton charge of \$5.00 to each catalog number so ordered.

The above does not apply to items shipped to a job site.

#### Specifications:

Cooper Lighting in no way, express or implied, accepts responsibility for voltage determination. Cooper Lighting shall not be responsible for quotations of prices or specifications concerning non-catalogued products unless Cooper Lighting confirms this to the customer in writing. Catalogued items are those listed in Cooper Lighting's current price sheets. Dimensions of fixtures are subject to change without notice. Unless specifically agreed by Cooper Lighting in writing, we do not warrant compliance of our products with individual project specifications:

#### Changes in Product Design:

Cooper Lighting reserves the right to change, discontinue

or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

#### CONDITIONS OF SALE

##### Warranty and Obligations:

THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Cooper Lighting warrants to the customer for resale only that Cooper Lighting's products are free from defects in materials and workmanship. The obligation of Cooper Lighting under this warranty is expressly limited to repair or replacement without charge, at the sole option of Cooper Lighting, of defective products at Cooper Lighting's factory within a period of one year from the date of shipment of products and only after Cooper Lighting has issued a Return Materials Authorization to customer for the products.

This warranty does not apply to Cooper Lighting products which have been altered or repaired outside of Cooper Lighting's factory or which have been subject to neglect, abuse, misuse or accident (including shipping damages). THIS WARRANTY ALSO DOES NOT APPLY TO PRODUCTS NOT MANUFACTURED BY COOPER LIGHTING WHICH HAVE BEEN INSTALLED AND USED IN CONJUNCTION WITH COOPER LIGHTING PRODUCTS.

Neither fluorescent ballasts, photoelectric controls nor lamps are manufactured by Cooper Lighting. Cooper Lighting's warranty does not apply to any of these items not does it apply to any other component part or accessory manufactured by another manufacturer. Any warranty regarding such components is made by the manufacturer of the components, and purchaser shall direct all claims to the component manufacturer.

#### Limitation of Liability:

IN NO EVENT SHALL COOPER LIGHTING BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY, OR IN TORT, INCLUDING NEGLIGENCE) NOR FOR LOST PROFITS; NOR SHALL THE LIABILITY OF COOPER LIGHTING FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY, USE, MAINTENANCE, REPAIR OR MODIFICATION OF THE PRODUCTS, OR SUPPLY OF ANY REPLACEMENT PARTS THEREFOR, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY LIABILITY FOR DEFAULT UNDER OR IN CONNECTION WITH THE PRODUCTS, PARTS, OR SERVICES DELIVERED HEREUNDER, WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY, OR OTHERWISE. NO LABOR CHARGES WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL OF COOPER LIGHTING. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO THE PAYMENT OF COSTS AND DAMAGES REFERRED TO IN THE SECTION ENTITLED "PATENT INDEMNITY."



*Shakespeare*

## **LIGHT POLE WARRANTY**

Shakespeare warrants this product to be free of defects in materials and workmanship for a period of three (3) years from the date of purchase when used under normal conditions. Correction of any defect by either repair or replacement at the option of Shakespeare, constitutes fulfillment of the Seller's obligation under this warranty and constitutes the Purchaser's sole remedy.

SHAKESPEARE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. SHAKESPEARE'S OBLIGATION TO REPAIR OR REPLACE DOES NOT INCLUDE ANY OBLIGATION TO REIMBURSE THE PURCHASER FOR EXPENSES OF TRANSPORTATION, INSTALLATION, REMOVAL, OR OTHER EXPENSES WHICH MAY BE INCURRED. IN NO CASE SHALL SHAKESPEARE BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES RESULTING FROM BREACH OF THIS WARRANTY.

SHAKESPEARE  
ELECTRONICS & FIBERGLASS DIVISION



30  
185 ± 30 ft. effective mounting height embedded base, tapered  
light pole.

Poles shall be as manufactured by Hapco, or approved equal.

HAPCO pole number 20-645M

COOPER LIGHTING NUMBER RTA8M30TAS160IN

12 ± 35 ft. effective mounting height anchor base, tapered light pole. Shaft to accept one (1), single member mast arm, either a 6 ft. or 8 ft. arm.

Poles shall be as manufactured by Hapco, or approved equal.

HAPCO pole number 56666-001

COOPER LIGHTING NUMBER RTA8M35AAS1XQIN

10 ±

35 ft. effective mounting height, anchor base, tapered light pole, painted dark bronze.

Poles shall be as manufactured by Hapco, or approved equal. —

HAPCO pole number 60805-001

COOPER LIGHTING NUMBER RTA8M35AJS1XQIN

40 ±      6 ft. aluminum mast arm for wood pole. Mast arm to be  
a 6 ft. underbraced 2 in. slipfitter mast arm.

Mast arms shall be as manufactured by Hapco, or approved -  
equal.

HAPCO mast arm number 82-003.

COOPER LIGHTING NUMBER WPL28/BRACE



# THE CITY OF FORT WAYNE



Paul Helmke  
Mayor

**MEMORANDUM**  
**Transportation Engineering Department**

TO: CITY COUNCIL

FROM: Carl E. O'Neal  
Director

SUBJECT: I.T.B. #6003/Poles and Mast Arms  
1993 Maintenance

DATE: April 12, 1993

*S-53-04-20*

\* \* \* \* \*

After reviewing the bid tabulation of bids received to supply poles and mast arms for the 1993 season, we recommend that purchase orders be issued to the successful bidders as follows:

Item one and two black embedded base fiber glass poles to **D.R. Falzine** in the amount of **\$39,361.25**

Items 3-4-5 and 6 aluminum poles and mast arms to **Preferred Products** in the amount of **\$71,802.00**

This results in the total 1993 pole expenditure amounting to \$111,163.25.

Preferred Products and D.R. Falzine are the lowest of four (4) bidders (bid tabulation attached).

If you have any questions, please give me a call.

*Carl E. O'Neal*

Carl E. O'Neal  
Director

# DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of I.T.B. #6003 for the purchase of poles and mast arms for the Street Light Department for 1993.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: These poles will be used to maintain the City of Fort Wayne's 24,238 street lights in its system during 1993, i.e., knockdowns, replacements, etc.

IF REPLACEMENT, WHAT NECESSITATES: Accidents, severe weather conditions, fatigue, etc.

EFFECT ON NON-PASSAGE: Would not be able to maintain street lights in 1993.

PRIOR APPROVAL REQUESTED: No DATE:

MONIES INVOLVED:	Preferred Products	\$ 71,802.00
	D.R. Falzine	\$ 39,361.25

PRICE AGREEMENT: Yes PURCHASE ORDER:

ACCOUNT INFORMATION:	Street Lighting	010-025-STLT-42AA
		010-025-STLT-4454

BILL NO. S-93-04-20

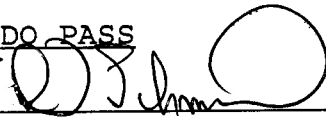
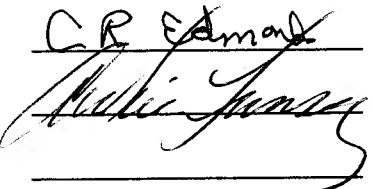
REPORT OF THE COMMITTEE ON  
FINANCE

ARCHIE L. LUNSEY & DONALD J. SCHMIDT - CO-CHAIRPERSONS  
HENRY, EDMONDS, LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding  
of Reference #6003 by the City of Fort Wayne, Indiana, by and  
through its Department of Purchasing and PREFERRED PRODUCTS  
SALES COMPANY AND D.R. FALZNE & ASSOCIATES, INC. for the  
Street Lighting Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
			
			

DATED: 5-11-93

Sandra E. Kennedy  
City Clerk

Read the first time in full and on motion by Lunsey, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 5-4-93

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt, seconded by \_\_\_\_\_, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY				<u>✓</u>
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG				<u>✓</u>
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 5-11-93

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S-37-93 on the 11th day of May, 1993

ATTEST:

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

(SEAL) Mark P. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of May, 1993, at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of May, 1993, at the hour of 11:00 o'clock P A M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR